

1
2
3
4
5 BILL NO. S-77-07- 38

6 SPECIAL ORDINANCE NO. S- 168-77

7 AN ORDINANCE approving a contract with
8 Bercot, Inc., for contract No. 76-XP-5
9 construction of Dunkleberg Road connect-
ing feeder main.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
11 WAYNE, INDIANA:

12 SECTION 1. That the contract dated July 11, 1977,
13 between the City of Fort Wayne, by and through its Mayor and the
14 Board of Public Works and Bercot, Inc., for:

15 3500+ feet of 16" water main on Dunkleberg Road
16 from a point 2500+ feet East of Bluffton Road to
Hemphill Drive.

17 for a total cost of \$85,911.50, all as more particularly set forth
18 in said contract which is on file in the Office of the Board of
19 Public Works and is by reference incorporated herein, made a part
20 hereof and is hereby in all things ratified, confirmed and
21 approved.

22 SECTION 2. This Ordinance shall be in full force and
23 effect from and after its passage and approval by the Mayor.

24 
25 Councilman

26
27
28 APPROVED AS TO FORM
29 AND LEGALITY,
30 
31 CITY ATTORNEY
32
33
34
35

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 7-26-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 8-9-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-168-77 on the 9th day of August, 1977.

Charles W. Westerman
CITY CLERK

ATTEST: (SEAL)

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of August, 1977, at the hour of 1:00 o'clock PM, E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 16th day of August, 1977 at the hour of 8:30 o'clock _____ M., E.S.T.

Robert Elmschong
MAYOR

Bill No. S-77-07-38

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract with Bercot, Inc., for contract No. 76-XP-5 construction
of Dunkleberg Road connecting feeder main

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance PA PASS.

PAUL M. BURNS - CHAIRMAN

FREDRICK R. HUNTER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

JAMES S. STIER

CONCURRED IN

DATE 8-7-77 CHARLES W. WESTERMAN, CITY CLERK

11/17/77

AGREEMENT

FOR CONSTRUCTION OF DUNKLEBERG ROAD CONNECTING FEEDER MAIN

BOARD ORDER NO. 122-76

CONTRACT NO. 76-XP-5

WORK ORDER NO. 63319

THIS AGREEMENT, made into this 11 day of July, 1977, by and between BERCOT, INC., herein called the Contractor, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., for excavation, laying and connecting of pipe and fittings, hauling of spoil, backfilling trench to specifications, and restoring work area at the following described location:

3500± feet of 16" water main on Dunkleberg Road from a point 2500± feet East of Bluffton Road to Hemphill Drive.

All according to Fort Wayne Water Utility Drawing Y-10513, sheets 1 thru 7, and do everything required by the contract documents and this Agreement.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the contract the unit price sum of \$85,911.50. In event the amount of work is increased or decreased by the Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by the Utility upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by the Utility to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspections. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works who shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted, and the entire balance of the contract sum shall be due and payable to the Contractor.

At the time said payment is due and payable, the Contractor shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

ARTICLE 5. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Contractor shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Contractor's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents.

- A. Instructions to Bidders for Contract No. 76-XP-5
- B. Contractor's Proposal dated June 15, 1977.
- C. Supplemental Specifications for DUNKLEBERG ROAD CONNECTING FEEDER MAIN, and Detailed Specifications and Conditions for the installation of Transmission and Distribution Mains, Contract No. 76-XP-5, and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10513, Sheets 1 through 7.
- D. Water Main Material Standards of the Fort Wayne Water Utility, Engineering Department, dated March 22, 1976, except as modified in the Supplemental Specifications.

ARTICLE 7. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 8. INDEMNITY

Contractor shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

ARTICLE 9. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BERCOT, INC.

BY:

Paul Bercot
Paul Bercot, President

CITY OF FORT WAYNE, INDIANA

BY:

Robert E. Armstrong
Robert E. Armstrong, its Mayor

ATTEST:

Ursula Miller
Ursula Miller, Clerk

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

APPROVED AS TO FORM AND LEGALITY:

Mary J. Brown
Associate City Attorney

Ethel H. LaMar
Ethel H. LaMar, Member

Max G. Scott
Max G. Scott, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 1977.

Special Ordinance No. _____

MAINTENANCE BOND

The Cincinnati Insurance Company
Cincinnati, Ohio

KNOW ALL MEN BY THESE PRESENTS, that we
Bercot, Inc.

as Principal and THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, with principal office at Cincinnati, Ohio, as Surety, are held and firmly bound unto
Board of Public Works, City of Fort Wayne, Indiana

(hereinafter called the Obligee), in the penal sum of

Eighty Five Thousand Nine Hundred Eleven and 50/100 - -(\$85,911.50)-

Dollars, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 13th day of July 19 77

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee above named for
Contract 76-XP-5 - 16" watermain on Dunkleberg Road
and,

WHEREAS, the work called for under said contract has now been completed and accepted by said Obligee;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if said Principal shall, for a period of one year(s) from and after the 13th day of July, 1977 indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its Home Office in the City of Cincinnati, Ohio, promptly and in any event within ten (10) days after the Obligee or his representative shall learn of such default, and that no claim, suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from the end of the maintenance period as herein set forth.

Bercot, Inc.

By: 

THE CINCINNATI INSURANCE COMPANY

By: 

H. Stanley Huff, Jr.

Attorney-in-fact



THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint

H. Stanley Huff, Jr.; Donald F. Campbell and/or
Ruth Kramer

of Fort Wayne, Indiana

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any obligations in the United States, in any amount.

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the sixth day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice-President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973:

"RESOLVED, that the signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and Treasurer and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its President this 15th day of August 1976.



THE CINCINNATI INSURANCE COMPANY

Robert B. Morgan
President

STATE OF OHIO)
COUNTY OF HAMILTON) ss:

On this 15th day of August 1976, before me came the above named President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Henry G. Berlon

HENRY G. BERLON, Attorney At Law
Notary Public State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio.

this 13th day of July 1977.



Robert J. Dieckhaus
Secretary and Treasurer

THE Cincinnati Insurance Company

CINCINNATI OHIO

KNOW ALL MEN BY THESE PRESENTS, That

Bercot, Inc.

(hereinafter called "Principal"), as Principal, and THE CINCINNATI INSURANCE COMPANY a corporation of the State of Ohio, with its Home Office in the City of Cincinnati, Ohio, (hereinafter called "Surety"), as Surety, are held and firmly bound unto

Board of Public Works, City of Fort Wayne, Indiana

(hereinafter called "Owner" (or "Obligee")) in the full and just sum of

- Eighty Five Thousand Nine Hundred Eleven and 50/100 - - - - -

- - - - - Dollars (\$ 85,911.50)

to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 13th day of July A. D. 1977

WHEREAS, the Principal has entered into a certain written agreement, dated the 13th day of July A. D. 1977, with the Owner (or Obligee) for

Contract 76-XP-5 - 16" watermain on Dunkleberg Road

which agreement is or may be attached hereto for reference.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall well and truly perform and carry out the covenants, terms and conditions of said agreement, then this obligation to be void; otherwise to remain in full force and effect.

WITNESS:

Bercot, Inc.

By: Saul Bercot

(SEAL)

(SEAL)

(SEAL)
Principal

THE CINCINNATI INSURANCE COMPANY

By: H. Stanley Huff, Jr.

Attorney-in-Fact

H. Stanley Huff, Jr.

3-698 10/60



KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint H. Stanley Huff, Jr.; Donald F. Campbell and/or Ruth Kramer of Fort Wayne, Indiana its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any obligations in the United States, in any amount.

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the sixth day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice-President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973:

"RESOLVED, that the signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and Treasurer and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its President this 15th day of August 1976.



THE CINCINNATI INSURANCE COMPANY

Robert S. Morgan
President

STATE OF OHIO)
COUNTY OF HAMILTON) ss:

On this 15th day of August 1976, before me came the above named President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Henry G. Berlon

HENRY G. BERLON, Attorney At Law
Notary Public State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio.
this 13th day of July 1977.



Robert J. Dielhaus
Secretary and Treasurer

5/12/77

BERCOT, INC., CONTRACTOR

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT #76-XP-5 - AGREEMENT FOR CONSTRUCTION OF DUNKLEBERG ROAD CONNECTING FEEDER MAIN

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

8-77-07-38

SYNOPSIS OF ORDINANCE CONTRACT # 76-XP-5 = AGREEMENT FOR CONSTRUCTION OF DUNKLEBERG ROAD ROAD CONNECTING FEEDER MAIN, BERCOT, INC., CONTRACTOR, IN THE AMOUNT OF \$85,911.50 FOR 3500+ FEET OF 16" WATER MAIN ON DUNKLEBERG ROAD FROM A POINT 2500+ FEET EAST OF BLUFFTON ROAD TO HEMPHILL DRIVE.

EFFECT OF PASSAGE INSTALLING THE ABOVE DESCRIBED WATER MAIN

EFFECT OF NON-PASSAGE INABILITY TO INSTALL WATER FEEDER MAIN USED IN SUPPLYING WATER TO ABOVE-DESCRIBED AREA

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$85,911.50 FROM WATER UTILITY

ASSIGNED TO COMMITTEE

W. H. Miller